

Mayor
JOE L. PICCOLO

City Attorney
NICK SAMPINOS

City Recorder
LAURIE TRYON

City Treasurer
SHARI MADRID

Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-7263
www.pricecityutah.com

City Council

WAYNE CLAUSING

RICK DAVIS

KATHY HANNA-SMITH

LAYNE MILLER

MILES NELSON

PUBLIC NOTICE OF MEETING

December 8, 2014

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 12/10/2014. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. PUBLIC COMMENT
4. COUNCILMEMBERS REPORT
5. SANTA CLAUS AIR SPACE PERMIT-Consideration and possible approval of a Price City Air Space Permit for Santa Claus to deliver toys to Price City children on the night of December 24th and the early morning of December 25th.
6. FOURTH GRADE STUDENT ESSAY CONTEST- Winning student essays will be read and prizes will be given to Creekview Elementary students: Seth Anderson, Cheyanne Slaughter, Lindsey Snow and Jezmin Pressett.
7. EDUCATIONAL SCHOLARSHIP-Consideration and possible approval of an educational scholarship for Vincent Anella to attend Utah State University-Eastern.
8. OATH OF OFFICE-PLANNING & ZONING COMMISSION (RE)APPOINTMENTS-Consideration and possible approval of the appointment of Jan Young to serve a 3-year term on the Planning & Zoning Commission and reappointment of Judy Beacco to serve another 3-year term on the Planning & Zoning Commission.
9. APPOINTMENT CITY RECORDER - Consideration, advice and consent by the City Council of the Mayor's appointment to fill the office of City Recorder. Appointment to be announced at the meeting.
10. OATH OF OFFICE-Swearing in of new City Recorder
11. ORDINANCE 2014-005 AND ORDINANCE 2014-006. Adopting the City Council and Planning and Zoning Commission meeting schedules for the 2015 year.
12. RESOLUTION 2014-24. Establishing a fee schedule for usage by the general public and outside entities, of facilities within the Price Municipal building, the Price City Peace Garden, the Price City Public Works Complex and the Price City Parks.
13. RESOLUTION 2014-25 Adopting revised job descriptions for Residential Building Inspector and Building Inspector. Reference memo dated December 5, 2014.
14. PROPOSAL FOR CONSULTING/BROKER SERVICES: EMPLOYEE BENEFITS - Consideration and possible acceptance of proposal by First West Benefit Services to provide consulting/broker services to employee benefits. IT is recommended the proposal be accepted for a period of 1 year with 4 subsequent annual renewals subject to satisfactory performance and financial results. Reference attached memorandum dated December 5, 2014 from the RFP Review Committee.

15. CULINARY WATER SYSTEM SANITARY SURVEY 2014-Presentation by Sam White, Supervisor, Water & Sewer System. The Utah State Department of Environmental Quality Division of Drinking Water, under Rule R309-400, rates public water drinking water systems. It addresses; system management, water source, treatment, storage and distribution. Sam will report on Price City's evaluation.

CONSENT AGENDA

16. MINUTES

- a. November 26, 2014 City Council Meeting
- b. December 5, 2014 City Council Workshop

17. TOWN SQUARE PERIMETER PROJECT (Project 3C-2013)-Approval of Local Government Contract with UDOT for consultant services from Jones and DeMille Engineering for construction engineering services for Phase I: \$55,750.25 (Budgeted).
18. 2015 MEETING SCHEDULES AND EMPLOYEE HOLIDAY SCHEDULE: Authorization to approve a meeting schedule for the year 2015 for the following: Library Board, International Days Committee and Community Progress Committee and to approve the Price City employee holiday 2015 schedule.
19. BID OPENING-Authorization to award Sewer Cleaning, Project No. #20C-2014 to Twin D Inc.. Principal items of work are: Schedule 'A': cleaning approximately 128,000 feet of sewer pipeline using contract services with specialized water flushing and vacuum cleaning equipment, north of Main Street. Schedule 'B': An additive alternate option to extend the contract for cleaning approximately 68,000 feet of sewer pipe south of Main Street; not to obligate the City or initiated the work prior to July 1, 2013. Budgeted: \$50,000 per fiscal year. Received bids from: Waste & Water Logistic, LLC. Bid A: \$101,760, Bid B: \$54,060, Total: \$155,820. Twin D Inc. Bid A: \$43,270, Bid B: \$23,990 Total: \$67,260.
20. HIRE TO FILL VACANCY - Consideration and possible approval to fill a vacancy in the Parks and Cemetery Department. Position is budgeted and has been justified.
21. CITY AUDIT-Authorization to approve an agreement with Smuin, Rich and Marsing for the financial audit ending June 30, 2014, and the Mayor to sign the agreement on behalf of the City.
22. BONDED DEVELOPMENT AGREEMENT. Consideration and possible approval of an agreement between Price City and Eastgate Apartment Developers regarding bonding to ensure installation of 2 entryway gates.
23. GRANT ACCEPTANCE. Consideration and possible approval to accept a grant in the amount of \$37,632 from the State of Utah Division of Parks and Recreation, to be matched with \$37,632 of local money, for development of a restroom to be located on the Price River Trail. 1/2 of local match to be provided by Price City and 1/2 to be requested from Carbon County.
24. SURPLUS MATERIALS-Ratification of Action Taken. Pumpkins used for seasonal decoration once removed were made available for recycling to the interested public for either compost or livestock feed. Discontinued holiday decoration lighting was given to Wellington City for reuse.
25. "SHARE THE ROAD" is a program the UDOT is wanting to promote in the Carbon County area for bicycle safety. They are asking for a letter of support from local governments and participation of \$250 per sign. The sign is a diamond shaped yellow warning sign with a bicycle symbol and the words 'Share the Road' below it. The UDOT will install the signs. Two to three signs are being considered for the Price area.
26. HIRE TO FILL VACANCY - Consideration and possible approval to fill the Secretary vacancy in the Drug Task Force using the established Price City procedure. The part-time position is funded by a Grant.
27. TRAVEL REQUEST:
Russell Seeley-Utah City Engineer's Association Conference, January 22-13, 2015, St. George, Utah
28. COMMITTEES
 - a. WATER RESOURCES
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROG.-CULTURE CONNECTION
 - d. POWER COMMITTEE
 - e. INTERNATIONAL DAYS

29. UNFINISHED BUSINESS

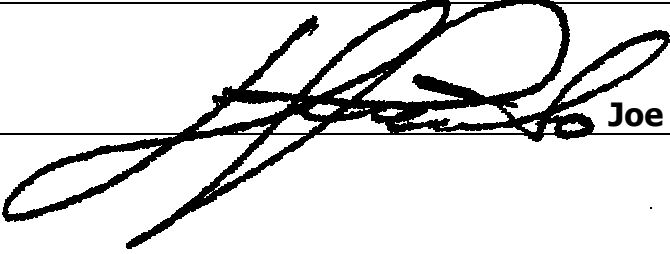
a. Recycling

I, Laurie Tryon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at www.priceutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html> **December 8, 2014**. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Laurie Tryon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

HOLIDAY AIR-SPACE PERMIT



Date Issued:	December 10th, 2014
Issued to:	SANTA CLAUS
Permit Period:	December 24th, 2014 through December 25th, 2014.
Permit Purpose:	Delivery of toys and goodies to well behaved children in Price City.
Permit Approved by:	Price City Mayor & City Council
Signed by:	 Joe L. Piccolo, Mayor


PRESS INFORMATION FOR IMMEDIATE RELEASE

DATE: DECEMBER 10, 2014
FROM: PRICE MUNICIPAL CORPORATION (PRICE CITY)
RE: APPROVED AIR SPACE PERMIT

DURING THE REGULAR MEETING OF THE PRICE CITY COUNCIL HELD ON DECEMBER 10TH, 2014, THE PRICE CITY COUNCIL AUTHORIZED MAYOR JOE L. PICCOLO TO SIGN AND ISSUE AN AIR SPACE PERMIT TO SANTA CLAUS FOR DELIVERY OF TOYS AND GOODIES TO PRICE CITY AREA CHILDREN LATE ON THE NIGHT OF DECEMBER 24TH AND THE EARLY MORNING HOURS OF DECEMBER 25TH.

A COPY OF THE AIR SPACE PERMIT IS ATTACHED FOR REFERENCE.

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
LAURIE TRYON
Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905
www.pricecityutah.com

City Council
KATHY HANNA-SMITH
RICK DAVIS
WAYNE CLAUSING
LAYNE MILLER
MILES NELSON

Price City

UTAH'S CASTLE COUNTRY!!

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: November 19, 2014	Submitting Department: Community Development
Meeting Date: December 10, 2014	Department Director: Nick Tatton
	Presenter: Vincent Anella

Subject:	Local educational scholarship.
Purpose Statement:	Support USU as a local economic entity and support local students to attend local schools and stay local rather than moving from the area.
Background &/or Alternatives:	Price City approved \$3,000 in the 2014-2015 budget for local scholarships to be provided by Price City. The application is a short (2 page) essay on career aspirations and community service provided to the Price City area. Applicants must live within the boundaries of Price City and attend college within Price City. The applicant meets the program eligibility requirements. Scholarship funds will be paid directly to USU-E for the student account for books, tuition, fees and not to the student. In the event of unused funds, the funds would be returned to Price City.
Attachments:	Promotional flyer for program, copy of scholarship award certificate.
Fiscal Impact:	\$650 of budgeted funds from the \$3,000 placed in account #10-48-481 in the Community Development Department.
Staff Impact:	Very minimal, process request and payment.
Legal Review:	None. Program, process and budget previously reviewed and approved.
Recommendation:	It is the recommendation of staff to authorize the applicant a Price City scholarship in the amount of \$650 for attendance at USU-E.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to authorize an educational scholarship to be paid to USU-E by Price City consistent with the Price City Scholarship program and budget for Vincent Anella. 2. Move to authorize staff to administer the scholarship.
Other Comments:	<p>\$200 represents a program "practice" to authorize \$200 for qualifying non-traditional students; \$300 for qualifying quazi-non-traditional students and \$650 for traditional students, all subject to funding availability.</p> <p>Note: This will utilize the last of the funding for scholarships for the 2014-2015 budget year.</p>

**Submit Scholarship
Application Essays**

Price City Scholarships Available

**Great
Education
Ahead**



Price City is proud to offer a limited number of scholarships of varying amounts to students living within the boundaries of Price City. The scholarships are only valid for attendance at Utah State University—Eastern Price Campus.

Scholarship applications may be submitted year-round & scholarship funding is limited and will be disbursed to qualifying students on a first-come-first served basis upon application approval and processing.

To apply simply submit a 2 page essay to Price City indicating the following items:

- Past, current and future plans for community service within Price City;
- Current courses of study and career aspirations;
- How your career goals may improve the Price City community overall.

**Submit Scholarship Application
Essays to:**

**Nick Tatton, Community Director
Price City
P.O. Box 893
Price, Utah 84501**

Include student contact information on all submissions. Allow 4-6 weeks for processing and notification of any potential scholarship awards.



Price City Scholarship

Vincent Anella Mailing Address P.O. Box 138 Ph. # 435-637-6761

I was born and raised in Price and have been apart of many activities around the community. I really love this town and the surrounding Carbon County area, and I want to stay here for my entire life: it is the center of my universe. If I get this scholarship it will help me to continue my education at Utah State University Eastern here in Price. I have been involved in the community through the Catholic Church, Boy Scouts, and the National Honor Society.

As a member of Notre Dame Catholic Church I often volunteer to do activities around the church such as Oktoberfest, cleaning the church, spraying the weeds, snow removal, alter serve and Eucharistic Minister, and helping with funeral dinners. During Oktoberfest I donate my time to help in the kitchen and serve dinner. Every September my family and I help clean the church both inside and out. During the summer my dad and I spray the weeds at all the church properties every fifteen days for the past four years. I am also involved with the funeral dinner committee in which we make dinners for the family of a loved one who passed away. In the chapel of the Hope Center the ceiling was blistered from a water leak that occurred from a leak in the roof, so my dad and I spent a week fixing the drywall. In my Catholic Release Time class we bought Christmas gifts for people, and bought dinner for people at JB's.

In the Boy Scouts troop 296, I volunteered with many projects such as cleaning peoples yards in the spring and fall; one time we even picked bags of potatoes for a local farmer. Also I picked up garbage along airport road. I was also apart of the Scouting for Food Drive for six years, in which we picked up food people left out for us and delivered it to the food bank. The biggest thing I did with the Scouts would be my Eagle Scout Project. When I was about to do my scout project it was the centennial celebration of Price becoming a city. A person in my troop got the idea of making a monument to commemorate the first cabin built in the Price area. Originally there was a monument that was placed by the scouts in 1938, but when UDOT wanted to widen Carbon Avenue they tore the monument down. One of his family members picked up the marble stone that was in the original marker and kept it for roughly 75 years. I proposed the idea of erecting the

marble stone along with a bronze plaque. My original plan was to erect a monument of similar shape and size as the original monument, which was shaped like a cabin. However, that idea was scrapped, and instead the city donated a red sandstone rock to be used for the monument. I worked with Public Works director Gary Sonntag, Mayor Joe Piccolo, and the Price City council in order to get approval, design, and find a place for my monument on the Price River Trail, also Gary helped to get Price City to donate the red sandstone rock for my project. We had a picture of the original cabin, so Gary Prazen made a bronze sculpture of it to place on my monument, he also made another bronze cabin for Price City which is on display at city hall. In order to pay for all the expenses my dad drove me around the town in order to fundraise at the local businesses in order to get the money and materials to make the monument. I was able to get all of the materials and money donated in order to get the monument set up.

As a part of National Honor Society I have been a part of a few service projects such as the Castle Valley Showcase, and wrapping and donating presents to the poor during Christmas. As a part of the Castle Valley Showcase we helped kids with special needs walk down a runway in front of their parents and have a description of them read aloud. It was a great experience and I could tell that it made the kids feel happy and enjoy their day at school. During the winter the Honor Society goes to stores and buys gifts for children who have financial needs and cannot afford Christmas gifts. We wrap them and deliver them to the families.

In my future I want to continue my education at Utah State University Eastern. Here I want to get my Associate Degree of Science, and then go to the University of Utah College of Pharmacy and obtain my PharmD. degree. I am then going to move back to Price and get a job as a Pharmacist. Currently I am job shadowing at the Fresh Market Pharmacy. Even after college I intend to continue being apart of the community by volunteering for different service projects around the community when possible, and continuing to be involved in my church activities.

These are some of the reasons why obtaining the Price City scholarship is important to me and my future. I am from Price and I want to continue to call this town my home. I want to continue to do my part to make the community a better place to live now and in the future. I feel that my being apart of my community was and is an important part of my life, which is why I want to get this scholarship to help pay for my education. My parents and I have a picture in the time capsule on the Price River Trail, so I intend on being around to see it opened in the year 2037.

EDUCATIONAL SCHOLARSHIP

THIS SCHOLARSHIP IS AWARDED TO

Vincent Anella

IN RECOGNITION OF A DESIRE FOR IMPROVING HIS
EDUCATION AND CHARITABLE GIVING TO THE PRICE CITY
COMMUNITY

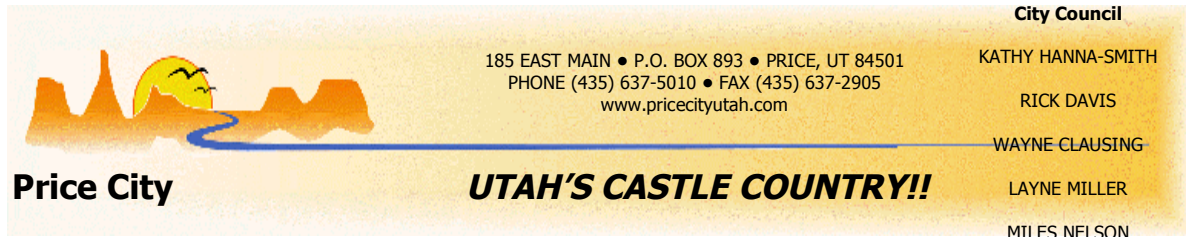
IN THE AMOUNT OF
\$ 6 5 0

TO BE USED FOR TUITION, BOOKS AND FEES IN THE
PURSUIT OF AN ASSOCIATES DEGREE FROM UTAH STATE
UNIVERSITY-EASTERN

*Provided in the Spirit of a Progressive and Friendly Community by the Price City
Mayor and City Council*



Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
LAURIE TRYON
Finance Director
LISA RICHENS



DATE: NOVEMBER 21, 2014
TO: MAYOR AND COUNCIL
FROM: NICK TATTON
RE: P&Z ANNUAL MEMBER APPOINTMENTS

Pursuant to the Price City Land Use Management and Development Code (Code), Chapter 2, each year 2 of the members of the Price City Planning and Zoning Commission (Commission) shall be reappointed to 3 year terms. The open positions were advertised locally. The only interest we received were from one of the existing members requesting reappointment and from Mrs. Jan Young. Mrs. Young has served on the Board of Adjustment for many years and has now been able to commit to the planning commission.

The planning commission currently has 2 standing alternates: Erroll Holt and Chris Micoz. Chris Micoz will be requested to be appointed to back fill the Board of Adjustment position vacated by Jan Young. The planning commission can, and has, operated very effectively with only 1 alternate member.

As you may be aware the Commission has become a highly active and involved group and quite well trained and functional over the past several years.

The actual approval of (re)appointments will be placed on the 12-10-14 Price City Council agenda for consideration and approval. Please utilize this information to the benefit of the decision to be made on (re)appointment next month.

It is the recommendation of staff as follows:

1. Reappoint Judy Beacco to serve on the Planning Commission for a 3 year term.
2. Appoint Jan Young to serve on the Planning Commission for a 3 year term.
3. Appoint Chris Micoz to a position on the Board of Adjustment.

Upon completion of the appointment(s) the members will be sworn in during the 1st planning commission meeting in January.

CERTIFICATE OF APPOINTMENT

THIS CERTIFICATE CONFIRMS THE APPOINTMENT OF

Judy Beacca

TO THE PRICE CITY PLANNING & ZONING COMMISSION

1-1-15 to 1-1-18



A handwritten signature in black ink, appearing to read "Joe L. Piccolo".

JOE L. PICCOLO, MAYOR

12-10-14

DATE

CERTIFICATE OF APPOINTMENT

THIS CERTIFICATE CONFIRMS THE APPOINTMENT OF

Jan Young

TO THE PRICE CITY PLANNING & ZONING COMMISSION

1-1-15 to 1-1-18



A handwritten signature in black ink, appearing to read "Joe L. Piccolo".

JOE L. PICCOLO, MAYOR

12-10-14

DATE

Price City Planning Commission
Membership Locations* Within Price City
12-1-14

*Including Alternate Members

Legend:
◆ Regular Member
◆ Alternate Member



AN ORDINANCE OF PRICE CITY, UTAH ADOPTING THE CITY COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR OF 2015

WHEREAS the Price City Council is to adopt its regular meeting schedule by ordinance pursuant to §10-3-502, Utah Code Ann. (1953), as amended;

NOW, THEREFORE, BE IT ORDAINED by the Price City Council that the City Council meeting schedule for the Calendar year of 2015 shall be as follows:

The City Council shall meet on the second and fourth Wednesdays of each month, at 5:30 p.m. at 185 E. Main, Price, Utah (except as noted*).	The City Council shall meet on the first Friday of each month, at 7:00 a.m. at 185 E. Main, Price, Utah (except as noted*)
January 14, 28	January 2
February 11, 25	February 6
March 11, 25	March 6
April 8, 22	April 3
May 13, 27	May 1
June 10, 24	June 5
July 8, 22	July *2
August 12, 26	August 7
September *16, *30	September 4
October 14, 28	October 2
November *10, *24	November 6
December 9	December 4

Effective Date: This ordinance shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL, STATE OF UTAH, ON THE 10TH DAY OF DECEMBER, 2014, BY UNANIMOUS VOTE. ALL COUNCILMEMBERS WERE PRESENT AT THE MEETING AND VOTED IN FAVOR.

APPROVED

Joe L. Piccolo, Mayor

ATTEST

Laurie Tryon, City Recorder

AN ORDINANCE OF PRICE CITY, UTAH ADOPTING THE PLANNING AND ZONING COMMISSION MEETING SCHEDULE FOR THE CALENDAR YEAR OF 2054

WHEREAS the Price City Council is to adopt the regular meeting schedule for the Planning and Zoning Commission by ordinance pursuant to §10-3-502, Utah Code Ann. (1953), as amended;

NOW, THEREFORE, BE IT ORDAINED by the Price City Council that the Planning and Zoning Commission meeting schedule for the Calendar year of 2015, shall be as follows:

The Planning and Zoning Commission meets on the second and fourth Mondays at 6:00 p.m. at 185 E. Main, Price, Utah. (except as noted*)

January 12, 26
February 9, 23
March 9, 23
April *6, *20
May 11, *26
June 8, 22
July *6, *20
August 10, 24
September 14, 28
October *13, 26
November 9, 23
December 7

Effective Date. This ordinance shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL, STATE OF UTAH, ON THE 10TH DAY OF DECEMBER, 2014, BY UNANIMOUS VOTE. ALL COUNCILMEMBERS WERE PRESENT AT THE MEETING AND VOTED IN FAVOR.

APPROVED

Joe L. Piccolo, Mayor

ATTEST

Laurie Tryon, City Recorder

RESOLUTION NO. 2014- 24

**A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR USAGE BY THE
GENERAL PUBLIC AND OUTSIDE ENTITIES, OF FACILITIES WITHIN THE PRICE
MUNICIPAL BUILDING, THE PRICE CITY PEACE GARDEN, THE PRICE CITY
PUBLIC WORKS COMPLEX AND THE PRICE CITY PARKS**

WHEREAS, within the Price Municipal Building, also commonly referred to as "City Hall", located at 185 East Main Street, Price, Utah, exists an auditorium of concert quality and two (2) other rooms that are suitable for group meetings; and

WHEREAS, the Price City Peace Garden, commonly referred to as the "Peace Garden", is situated immediately west of City Hall and can accommodate groups for musical events, theatrical presentations, and other similar activities suitable for an outdoor venue; and

WHEREAS, Price City owns a group of buildings known as the Public Works Complex, also known as "the Domes", located at 432 West 600 South, Price, Utah, and within one of the buildings exists one (1) larger conference room and one (1) smaller meeting room, which are both suitable for group functions; and

WHEREAS, Price City is desirous of making available the auditorium and two meeting rooms within the City Hall, the Peace Garden, and the two meeting rooms at the Domes to the general public for various activities; and

WHEREAS, Price City also operates and maintains covered at certain of its parks which are available for use by the public; and

WHEREAS, Price City is desirous of offsetting some of its costs in making the aforesaid facilities available to the general public; and

WHEREAS, Chapter 3.24 of the Price Municipal Code, entitled "Administration, Service and Operational Fees", provides for rates to be paid by customers;

NOW, THEREFORE, be it hereby resolved by the Price City Council as follows:

1. Availability of Price City Facilities for Use by the General Public.

That the Auditorium and Rooms #106 and #207 within City Hall, the Peace Garden, and the conference room and meeting room at the Domes are hereby made available to the general public on a rent to use basis for scheduled and approved activities.

2. Rental Rates for the Use of the Auditorium and Rooms #106 and #207 within City Hall, the Peace Garden, and the conference and meeting rooms within the Domes.

The rates for use of the auditorium and Rooms #106 and #207 within City Hall, the Peace Garden, the conference and meeting rooms at the Domes, are hereby set forth in Exhibit "A", which is attached hereto and by this reference is made a part hereof.

3. Use of Audio/Visual Equipment.

Price City shall make available on a rental basis certain audio/visual equipment for use by the general public in conjunction with use of the Price City facilities referenced above as follows:

The rental fees for use of certain audio/visual equipment owned by Price City are hereby set forth in Exhibit "B", entitled "Equipment Rental Fees", which is attached hereto and by this reference is made a part hereof.

4. Rental Rates for the Use of any of the Price City Park .

The rates for use of the Price City Park Pavilions are hereby set forth in Exhibit "C", entitled "Rental fees for Price City Park Pavilions and Kitchens, which is attached hereto and by this reference is made a part hereof.

AUDITORIUM

a) The minimum rate of rental shall be charged for scheduled events. Additional fees may be assessed by Price City for: rehearsals, use of stage equipment, security, weekend and after-hours usage. A refundable cleaning deposit must be paid prior to use. **See Exhibit "A"**

b) Operation of stage lighting, stage equipment, sound equipment, portable stage assembly and stage prop assembly and disassembly are the responsibility of the individual or group renting the facility and must be coordinated with and approved by the Building Supervisor.

ROOMS #106 AND #207

a) The minimum rate of rental shall be per hour from one (1) to up to four (4) hours, or per day for a scheduled event. A refundable cleaning deposit must be paid prior to use. **See Exhibit "A"**

PEACE GARDEN

a) The minimum rate of rental shall be per hour from one (1) to up to four (4) hours, or per day for a scheduled event for entities/persons/organizations. A refundable cleaning deposit must be paid prior to use. **See Exhibit "A"**

PARK PAVILLIONS

a) The minimum rate of rental shall apply to all uses, whether or not admission is charged.

b) A fee will be charged for usage of kitchen facilities at Price City Parks. A refundable cleaning deposit must be paid prior to use.

c) A fee will be charged for the usage of electricity and/or water usage and for impact upon or the damage to the turf caused by renter's placement of equipment, amusement rides, inflatable structures, bouncing toys, or other devices upon the park lawn for use by the renter's guests. See Exhibit "C"

5. Severability.

The provisions of this Resolution and the provisions adopted on incorporated by reference are severable.

6. Repealer.

Provisions of any other Resolutions or policies in conflict with this Resolution are hereby repealed. Previous Resolutions, Nos. 1998-02, 2002-34, 2003-10 and 2012-05 establishing fee schedules for the Price City Municipal Building, Peace Garden, Public Works Complex (Domes) and Park Pavilion Facilities are hereby repealed.

PASSED AND ADOPTED by the Price City Council of Price City, State of Utah, this _____ day of _____, 2014.

PRICE MUNICIPAL CORPORATION

By: _____
Joe L. Piccolo, Mayor

Attest:

Laurie Tryon, City Recorder

Price Municipal Corporation – Park Rental Application and Agreement

P.O. Box 893 -- 185 East Main Street, Price, Utah 84501 • Phone: 435-636-3180 • Fax: 435-637-2905

Applicant Name (Print) _____ Phone _____ Cell _____

Address _____ City _____ State _____ Zip _____

Activity _____

Reservation Date _____ Time(s): From _____ To _____

Washington Park ☐ Terrace Hills/Skate Park ☐ South Park ☐ Rose Park ☐ Pioneer Park ☐

MONDAY THRU THURSDAY PARK RENTAL FEES

Reservation Fee: 1 to 4 Hours - \$30.00 + \$10.00 per additional hour over 4

1-4 Hours ☐ = \$30.00 Additional Hours _____ \$ _____

FRIDAY THRU SUNDAY/HOLIDAY PARK RENTAL FEES

Reservation Fee: 1 to 4 Hours - \$40.00 + \$15.00 per additional hour over 4

1-4 Hours ☐ = \$40.00 Additional Hours _____ \$ _____

KITCHEN RENTAL Yes ☐ \$100.00 No ☐

WATER AND/OR ELECTRICITY AND/OR TURF DAMAGE FEE Yes ☐ \$40.00 No ☐

(Includes: water slides, ice blocking, bouncy toys or structures)

APPROXIMATE NUMBER OF GUESTS

1-25 PEOPLE ☐ 26- 50 PEOPLE ☐ 51-100 PEOPLE ☐ 101-150 PEOPLE ☐

151-200 PEOPLE ☐ 201 + PEOPLE ☐

Please Sign on the Back of this Form

TERMS, CONDITIONS AND RENTAL FEES

By signing this application and agreement the applicant agrees to be responsible for any and all damage, repair or replacement of said facility used and rented; to hold harmless Price City and its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury to persons or damages of any kind, arising out of the negligent acts, errors or omissions of the applicant/renter or persons using the facility during the rental period.

PERSON RESPONSIBLE FOR EVENT (Print) _____

Signature _____ Date _____

Payment Method ☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Card # _____ Card Code _____ Exp Date _____

OFFICE USE ONLY

Total \$ _____ Cleaning Deposit Claim Number # _____

Park Reservation Rules and Instructions

1. PETS ARE NOT ALLOWED AT ANYTIME IN ANY OF THE PRICE CITY PARKS!
2. The pavilion area will be cleaned and ready for you to use at your designated start time.
3. Please meet the Park Representative at the start time you listed on your reservation (for a brief conditions check).
4. Failure to meet the Park Representative at your designated time may cause a problem with other reservations and prompt accessibility to you and your reservation.
5. Failure to meet the Park Representative at the designated time will result in a waiver of your opportunity for a refund.
6. In the event of a last minute cancellation, you must go to the park at your designated time and inform the park representative that you need to cancel in order to receive a refund.
7. Please pick up your garbage and put all of it in the refuse container.
8. If a kitchen rental has been paid, the kitchen must be cleaned at the conclusion of your activity in order for the cleaning deposit to be refunded.
9. The kitchen must be locked after using.
10. If night use is desired, patrons must furnish light globes for pavilions.
11. Any playground equipment must be returned.
12. Curfew is at 10:00 pm.
13. Music is allowed as long as it is not offensive and the volume remains at a respectable level.
14. Bands at the park are permitted as long as their use has been pre-approved by the Price City Council.
15. Use of alcoholic beverages in accordance with Utah law regarding private parties is allowed.

Emergency Contact Number: 435-636-3180 or Public Safety Dispatch 435-637-0890

EXHIBIT "A"
RENTAL FEES FOR PRICE CITY FACILITIES

CITY HALL

	Monday-Thursday	Friday-Sunday/Holiday
Auditorium Rental Fee	\$25.00/HOUR OR \$180.00/DAY	\$40.00/HOUR OR \$250.00/DAY
Conference Rooms #106 and 207	\$10.00/HOUR OR \$40.00/DAY	\$20.00/HOUR OR \$80.00/DAY

PEACE GARDEN

	Monday-Thursday	Friday-Sunday/Holiday
Peace Garden	\$10.00/HOUR OR \$40.00/DAY	\$20.00/HOUR OR \$80.00/DAY

PUBLIC WORKS COMPLEX

	Monday-Thursday	Friday-Sunday/Holiday
Conference and Meeting Rooms	\$10.00/HOUR OR \$40.00/DAY	\$20.00/HOUR OR \$80.00/DAY

Regarding all facilities named above, the following rules are mandatory:

1. Assembly and disassembly of any portable stages is the responsibility of the individual or group renting the facility.
2. Operation of stage lighting, stage equipment, sound equipment, will be conducted by an authorized, Price City approved, audio/video technician/specialist(s) under contract with and paid by applicant/user.

(EXHIBIT "A" – Continued)

PAYMENT OF RENTAL FEES, CLEANING DEPOSITS AND REFUNDS
FOR PRICE CITY FACILITIES

1. All rental fees referenced above are daily rates.
2. Rental Fees and cleaning deposits are to be paid at least thirty (30) days prior to event.
3. Rental fees shall not be refunded.
4. Cleaning deposits will be refunded in full if the rented facility is in compliance within the "Terms and Conditions" Agreement and Fee Schedule form and their requirements.
5. Cleaning deposit shall be charged as follows:

<u>Number of people</u>	<u>Fee</u>
1-50	\$50.00
51-100	\$100.00
101-150	\$150.00
151 +	\$200.00

EXHIBIT "B"**RENTAL FEES FOR PRICE CITY EQUIPMENT**

	PACKAGE # 1	PACKAGE # 2
Package Equipment Rental Fees	\$450.00	\$650.00
<p>1. Package #1 includes: Staff/Operator, Large Projector and Hard Projection Screen conducted by an authorized, Price City approved, audio/video technician/specialist(s).</p> <p>2. Package #2 includes: Staff/Operator, 25' Inflatable Screen and Speaker/Projector Package conducted by an authorized, Price City approved audio/video technician/specialist(s) or a person under contract with and paid by applicant/user.</p>		
	Hard Projection Screen \$300.00	25' Inflatable Screen \$500.00
Individual Equipment Rental Fees	Microphone(s) \$10.00 Each	Class Room Projector \$25.00

EXHIBIT "C"

RENTAL FEES, KITCHEN CLEANING DEPOSITS, REFUNDS, ELECTRICITY, WATER USAGE & TURF RESTORATION FOR PRICE CITY PARK

Hours – Monday thru Thursday	Daily Rate For Kitchen Rental	Cleaning Deposit
1-4 Hours: \$30.00	\$50.00	\$50.00
Over 4 Hours: \$30.00 + \$10.00 per hour over 4 hours	\$50.00	\$50.00

Hours -- Friday thru Sunday/Holiday	Daily Rate For Kitchen Rental	Cleaning Deposit
1-4 Hours: \$40.00	\$50.00	\$50.00
Over 4 Hours: \$40.00 + \$15.00 per hour over 4 hours	\$50.00	\$50.00

NON-REFUNDABLE FEES FOR TURF RESTORATION AND/OR USAGE OF ELECTRICITY AND/OR USAGE OF WATER PROVIDED BY PRICE CITY

Sunday thru Saturday	\$40.00
----------------------	---------

Fees shall be paid by renter(s) or third party companies who provide inflatable structures, bouncy toys or stages and who require water, electricity or the usage of the grass area of the park adjacent to a Pavilion.

1. All rental fees referenced above are **for the use of the Park . Reservation of a Park Pavilion does not include reservation and exclusive use of the entire Park or any other portion thereof.**
2. Rental Fees and cleaning deposits are to be paid at least seven (7) days prior to event.
3. Rental fees may be refunded due to inclement weather if the renter(s) notify Price City.
4. Cleaning deposits will be refunded in full if the reservation is cancelled.
5. Refunds can be made if use of the rented facility is cancelled and renter is in compliance within the "Terms and Conditions" Agreement and Fee Schedule and its requirements.

Price Municipal Corporation

Facility Rental Agreement

P.O. Box 893----185 East Main Street, Price, UT 84501 Phone: 435-636-3180 Fax: 435-637-2905

Organization Name:

Person Responsible for Event:

Phone:

Cell:

Address:

City, State ZIP

Reservation Start Date(s)

Start Time(s)

End Time(s)

Reservation End Date(s)

Start Time(s)

End Time(s)

RENTAL FEES CANNOT BE REFUNDED

Rental Fees (Monday-Thursday)

	Fees		Total
	Per Hour	Per Day	
Meeting Room #106	\$10.00	\$40.00	
Meeting Room #207	\$10.00	\$40.00	
Peace Garden	\$10.00	\$40.00	
PWC Meeting Room	\$10.00	\$40.00	
Civic Auditorium	\$25.00	\$180.00	
Total			\$

Rental Fees (Friday-Sunday)

	Fees		Total
	Per Hour	Per Day	
Meeting Room #106	\$20.00	\$80.00	
Meeting Room #207	\$20.00	\$80.00	
Peace Garden	\$20.00	\$80.00	
PWC Meeting Room	\$20.00	\$80.00	
Civic Auditorium	\$40.00	\$250.00	
Total			\$

Equipment Rental	Quantity	Cost
Package #1		
Staff/Operators	}	\$450.00
Large Projector		
Projection Hard Screen		
Package #2		
Staff/Operators	}	\$650.00
25' Inflatable Screen		
Speaker/Projector Pkg		
Individual Equipment Rental		
Projection Hard Screen		\$300.00
25' Inflatable Screen		\$500.00
Microphone(s)		\$10.00
Class Room Projector		\$25.00

DEPOSITS	
Cleaning Deposits	Cost
1- 50 People	\$50.00
51-100 People	\$100.00
101-150 People	\$150.00
151+ People	\$200.00
Cleaning Deposit	\$
Other Items Needed	
Seminar Table(s)	Dry Erase Board
Work Table(s)	Electronic Board
Chairs	TV/DVD/VCR
Network	Extension Cords

Total Equipment Rental Fees: \$							
 <div style="text-align: right;">Sub-Total: \$ _____ Reduction: \$ _____ Total Rental Fee: \$ _____</div>							
<p style="text-align: center;">Please read then sign the Terms and Conditions on the Back of this Page</p>							
<p style="text-align: center;">TERMS AND CONDITIONS FOR AUDITORIUM, PEACE GARDEN AND MEETING ROOM RENTAL</p> <ol style="list-style-type: none">1) No alcoholic beverages are permitted on the premises unless otherwise expressly provided herein.2) No food or beverages allowed in the Auditorium3) Any broken glass, food or beverage spills (in conference rooms, meeting rooms or dressing rooms) that may result in personal injury or damage to the facility or furnishings shall be addressed immediately.4) All washrooms utilized shall be left in clean condition.5) All items brought in for the event shall be removed from the facility by the end of the event, unless otherwise expressly provided herein.6) Price City staff will clean and clear the rental space in its entirety, in accordance with its standard practices prior to the event set up.7) All children must be under the supervision of an adult. <p>By signing this application and agreement, the Applicant agrees to be responsible for any and all damage, repair or replacement of said facility used and rented; to hold harmless Price City and its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind arising out of the Applicant's or its negligent acts, errors or omissions performance of this use and rental. The Applicant agrees that a "preliminary walk through" of the facility was conducted and observe said facility and equipment was cleaned and functioning properly.</p> <table border="1" style="width: 100%;"><tr><td style="width: 60%;">Signature</td><td style="width: 40%;">Date</td></tr><tr><td> </td><td> </td></tr></table> <table border="1" style="width: 100%;"><tr><td style="text-align: center;">OFFICE USE ONLY</td></tr></table>			Signature	Date			OFFICE USE ONLY
Signature	Date						
OFFICE USE ONLY							


Total \$\$	Refund Purchase Order Number #

Rental Fees (Monday-Thursday)			Rental Fees (Friday-Sunday)		
	Quantity	Fee	Amount	Quantity	Fee
Meeting Room		\$40.00			\$80.00
Meeting Room #207		\$40.00			\$80.00
Peace Garden		\$40.00			\$80.00
PWC Meeting Room		\$40.00			\$80.00
Civic Auditorium		\$180.00			\$250.00
Occupancy Charge		\$90.00			\$125.00
					\$200.00
					\$400.00
Total \$			Total \$		
Equipment Rental	Quantity	Cost	Other Items Needed	Quantity	
Microphone(s)		\$10.00	Seminar Table(s)		Cleaning Deposits
Class RoomProjector		\$25.00	Work Table(s)		1- 50 People
Large Projector		\$100.00	Chairs		51-100 People
Rear Projection Screen		\$35.00	Network		101-150 People
12" Inflatable Screen		\$50.00	Dry Erase Board		151+ People
25' Inflatable Screen		\$500.00	Electronic Board		
Speakers		\$100.00	TV/DVD/VCR		Cleaning Deposit \$
Speaker/Projector Pkg		\$150.00	Extension Cords		



MEMORANDUM

TO: Mayor, City Council

FROM: John Daniels 

DATE: December 5, 2014

SUBJECT: Job Description: Residential Building Inspector and Building Inspector

Distributed via
email 12/5/2014 by
JRD

It is proposed that a revised job description for Residential Building Inspector, Grade 12 and Building Inspector, Grade 14 be adopted by Resolution 2014-25.

The principal modifications to both job descriptions are changing the reporting relationship to Community Director from Director, Public Works; adding physical demands; and including the standard disclosure that the job description is general, not inclusive and subject to change. The job description has been reviewed by staff including the Director to whom the positions would report. There is no change to job grade or compensation band. Therefore, there is no fiscal note associated with Resolution 2014-25.

If adopted the job description in 2014-25 will be used to fill the single building inspector vacancy with either a Residential Building Inspector or a Building Inspector. If a fully-qualified candidate is not selected, the position can be under-filled at a lower wage and qualification expectations will be set by agreement in an offer letter from the Mayor.

Proposed Resolution 2014-25 is enclosed and includes the revised job description.

Enclosure

Cc w/enclosure: Dana Young – Benefits Specialist
Nick Sampinos – City Attorney
Nick Tatton – Community Director

RESOLUTION NO.2014-25

A RESOLUTION ESTABLISHING AND/OR REVISING PRICE MUNICIPAL CORPORATION JOB DESCRIPTIONS FOR THE POSITIONS OF:

RESIDENTIAL BUILDING INSPECTOR
BUILDING INSPECTOR

WHEREAS Resolution No. 89-04 as adopted by the Price City Council the 22ND day of MARCH 1989, sets forth the job descriptions for employees of Price City; and

WHEREAS, Price City has determined that it needs Building Inspector(s) to serve and protect the public

NOW, THEREFORE, BE IT RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. Creation/Revision of Job Description

Resolution No. 89-04, is hereby amended to provide revised job description for the positions of Residential Building Inspector and Building Inspector

Section 2. Adoption of Job Description

The text of the attached Exhibit A and Exhibit B is hereby adopted as the respective job description for the position of Residential Building Inspector and Building Inspector

Section 3. Severability

The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 4. Repealer

The provisions of any other resolutions in conflict herewith are hereby repealed including any previous job descriptions for Residential Building Inspector and or Building Inspector

Section 5. Effective

This resolution shall become effective the 11th day of December 2014.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL 10th of December 2014.

PRICE MUNICIPAL CORPORATION

Joe L. Piccolo, Mayor

Attest

Laurie Tryon, City Recorder

CITY OF PRICE
JOB DESCRIPTION

TITLE: Residential Building Inspector GRADE NUMBER: 12
DIVISION: Building/Zoning CLASSIFICATION: Salary, Non-Exempt
DEPT: Community Development EFFECTIVE DATE: December 11, 2014

GENERAL PURPOSE:

Performs a variety of complex technical duties to insure compliance with Price City adopted building and zoning standards relative to residential properties. Cooperate with and assist as appropriate other area building inspectors

SUPERVISION RECEIVED:

Works under the guidance and direction of the Director, Community Development Works

SUPERVISION EXERCISED:

None

EXAMPLES OF DUTIES:

Receives and examines residential building plans for compliance with Price City adopted code as to construction, building type, occupancy, fire protection and location on lot, verifies plans to conform to city ordinances

Determines building permit fees following established procedures for building type and size; issues permits for building, plumbing, electrical, sewer, water, heating, cooling and other construction plans for residential buildings as required by law

Performs plan checks and suggests corrections for errors on residential construction plans; discusses and explains ordinances and codes to concerned home owners and contractors; assumes authority and responsibility for plan corrections to conform to city ordinances and codes

Schedules and conducts inspections of existing residential structures, construction and remodel sites for compliance with building and zoning codes and ordinances, including yard location, footings, foundation, frame, wiring, plumbing and heating

Interprets regulations and codes for residential builders and property owners to assist them in altering construction plans to meet established standards

Proposes changes to ordinances and codes to assure that Price City complies with current and progressive building and construction issues and developments

Researches correct interpretation of ordinances and codes and pass the same onto the public as the occasion arises; reviews and studies uniform codes to stay abreast of changes

Investigates alleged code violations; determines whether violations exist; and initiates proper departmental procedures to report the findings; prepares certifications of inspections. Authorizes certificates of occupancy as appropriate

Maintains accurate records and documents activities through reports, photographs, witness statements and etc

Assists other Departments relative to inspection and development

Performs other duties as assigned

MINIMUM QUALIFICATIONS:

1. Education and Experience:

- A. Graduation from High School or equivalent
- B. Two years' experience related to various aspects of building construction or inspection
- C. Must possess one or more certifications from the ICC in residential inspections and be willing and able to be certified in all residential certification areas and be licensed by the State of Utah as a Residential Building Inspector.

OR

- C. An equivalent combination of education and experience

2. Knowledge, Skills and Abilities:

Thorough knowledge of residential building, plumbing, electrical, mechanical and energy conservation codes and the ability to interpret them accurately and effectively

Ability to analyze permanent structures to determine conformity with current codes

Working knowledge of modern construction methods, practices, materials, tools and equipment. Ability to read and analyze construction blueprints; ability to perform routine drafting

Ability to develop effective working relationships with the public, other employees, supervisors and local professionals

Ability to communicate effectively verbally and in writing

Knowledge of computerized record keeping and principles of management

Ability to perform with considerable independence on the job

3. Special Qualifications

Must possess a valid Utah Driver's License

ICC Combination Residential Inspector certification is preferred

Must have basic computer word processing skills

4. Physical Requirements and Demands:

Moderate physical work with the employee regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms. The employee is frequently required to stand, walk, talk, and hear. The employee is regularly required to sit, climb or balance; stoop, kneel, crouch; lift; and smell

Must be able to frequently lift and or move up to 20 pounds and occasionally lift and/or move up to 50 pounds

Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus

Will work in all kinds of weather conditions

Must be able to operate a motor vehicle

The physical requirements and demands described here are representative and not all inclusive

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, or skills required. This job description is subject to change as the need and requirements of the job change.

CITY OF PRICE
JOB DESCRIPTION

TITLE: Building Inspector GRADE NUMBER: 14
DIVISION: Building/Zoning CLASSIFICATION: Salary, Non-Exempt
DEPT: Community Development EFFECTIVE DATE: December 11, 2014

GENERAL PURPOSE:

Performs a variety of complex technical duties to insure compliance with Price City adopted building and zoning standards. Cooperate with and assist as appropriate other area building inspectors

SUPERVISION RECEIVED:

Works under the guidance and direction of the Director, Community Development Building Official

SUPERVISION EXERCISED:

None

EXAMPLES OF DUTIES:

Receives and examines building plans for compliance with international building code as to construction, building type, occupancy, fire protection and location on lot, verifies plans to conform to city ordinances

Determines building permit fees following established procedures for building type and size; issues permits for building, plumbing, electrical, sewer, water, heating, cooling and other construction plans as required by law

Provides for or performs plan checks for residential and commercial building projects and suggests corrections for errors on blueprints; discusses and explains ordinances and codes to concerned home owners and contractors; assumes authority and responsibility for plan corrections to conform to city ordinances and codes

Schedules and conducts inspections of existing residential and commercial structures, construction and remodel sites for compliance with building and zoning codes and ordinances, including yard location, footings, foundation, frame, wiring, plumbing and heating

Interprets regulations and codes to builders and property owners to assist them in altering construction plans to meet established standards

Proposes changes to ordinances and codes to assure that Price City complies with current and progressive building and construction issues and developments

Researches correct interpretation of ordinances and codes and pass the same onto the public as the occasion arises; reviews and studies uniform codes to stay abreast of changes

Investigates alleged code violations; determines whether violations exist; and initiates proper departmental procedures to report the findings; prepares certifications of inspections

Recommends action related to business license applications and inspects business facilities as needed. Informs public as to building and zoning rules and helps them through the construction and/or Planning and Zoning process

Maintains accurate records and documents activities through reports, photographs, witness statements and etc.

Assists Engineering Department with inspection of public work projects

Performs other duties as assigned

MINIMUM QUALIFICATIONS:

2. Education and Experience:

A. Graduation from High School or equivalent and one (1) year of college level or technical course work in civil engineering, drafting, industrial arts or a related field

B. Four (4) years of experience related to various aspects of building construction or inspection

C. Certification as an ICC Combination Building Inspector and licensed by the State of Utah as a Residential Combination Inspector

OR

D. An equivalent combination of education and experience

2. Knowledge, Skills and Abilities:

Thorough knowledge of building, plumbing, electrical, mechanical and energy conservation codes and the ability to interpret them accurately and effectively

Ability to analyze permanent structures to determine conformity with current codes

Working knowledge of modern construction methods, practices, materials, tools and equipment. Ability to read and analyze construction blueprints; ability to perform routine drafting

Ability to develop effective working relationships with the public, other employees, supervisors and local professionals

Ability to communicate effectively verbally and in writing

Knowledge of computerized record keeping and principles of management

Ability to perform with considerable independence on the job

3. Special Qualifications

Must possess a valid Utah Driver's License

ICC Combination Commercial Inspector certification is preferred

Must have basic computer word processing skills

4. Physical Requirements and Demands:

Moderate physical work with the employee regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms. The employee is frequently required to stand, walk, talk, and hear. The employee is regularly required to sit, climb or balance; stoop, kneel, crouch; lift; and smell

Must be able to frequently lift and or move up to 20 pounds and occasionally lift and/or move up to 50 pounds

Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus

Will work in all kinds of weather conditions

Must be able to operate a motor vehicle

The physical requirements and demands described here are representative and not all inclusive

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, or skills required. This job description is subject to change as the need and requirements of the job change.

RESOLUTION NO.2014-25

A RESOLUTION ESTABLISHING AND/OR REVISING PRICE MUNICIPAL CORPORATION JOB DESCRIPTIONS FOR THE POSITIONS OF:

RESIDENTIAL BUILDING INSPECTOR
BUILDING INSPECTOR

WHEREAS Resolution No. 89-04 as adopted by the Price City Council the 22ND day of MARCH 1989, sets forth the job descriptions for employees of Price City; and

WHEREAS, Price City has determined that it needs Building Inspector(s) to serve and protect the public

NOW, THEREFORE, BE IT RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. Creation/Revision of Job Description

Resolution No. 89-04, is hereby amended to provide revised job description for the positions of Residential Building Inspector and Building Inspector

Section 2. Adoption of Job Description

The text of the attached Exhibit A and Exhibit B is hereby adopted as the respective job description for the position of Residential Building Inspector and Building Inspector

Section 3. Severability

The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 4. Repealer

The provisions of any other resolutions in conflict herewith are hereby repealed including any previous job descriptions for Residential Building Inspector and or Building Inspector

Section 5. Effective

This resolution shall become effective the 11th day of December 2014.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL 10th of December 2014.

PRICE MUNICIPAL CORPORATION

Joe L. Piccolo, Mayor

Attest

Laurie Tryon, City Recorder

CITY OF PRICE
JOB DESCRIPTION

TITLE: Residential Building Inspector GRADE NUMBER: 12
DIVISION: Building/Zoning CLASSIFICATION: Salary, Non-Exempt
DEPT: Community Development EFFECTIVE DATE: December 11, 2014

GENERAL PURPOSE:

Performs a variety of complex technical duties to insure compliance with Price City adopted building and zoning standards relative to residential properties. Cooperate with and assist as appropriate other area building inspectors

SUPERVISION RECEIVED:

Works under the guidance and direction of the Director, Community Development Works

SUPERVISION EXERCISED:

None

EXAMPLES OF DUTIES:

Receives and examines residential building plans for compliance with Price City adopted code as to construction, building type, occupancy, fire protection and location on lot, verifies plans to conform to city ordinances

Determines building permit fees following established procedures for building type and size; issues permits for building, plumbing, electrical, sewer, water, heating, cooling and other construction plans for residential buildings as required by law

Performs plan checks and suggests corrections for errors on residential construction plans; discusses and explains ordinances and codes to concerned home owners and contractors; assumes authority and responsibility for plan corrections to conform to city ordinances and codes

Schedules and conducts inspections of existing residential structures, construction and remodel sites for compliance with building and zoning codes and ordinances, including yard location, footings, foundation, frame, wiring, plumbing and heating

Interprets regulations and codes for residential builders and property owners to assist them in altering construction plans to meet established standards

Proposes changes to ordinances and codes to assure that Price City complies with current and progressive building and construction issues and developments

Researches correct interpretation of ordinances and codes and pass the same onto the public as the occasion arises; reviews and studies uniform codes to stay abreast of changes

Investigates alleged code violations; determines whether violations exist; and initiates proper departmental procedures to report the findings; prepares certifications of inspections. Authorizes certificates of occupancy as appropriate

Maintains accurate records and documents activities through reports, photographs, witness statements and etc

Assists other Departments relative to inspection and development

Performs other duties as assigned

MINIMUM QUALIFICATIONS:

1. Education and Experience:

- A. Graduation from High School or equivalent
- B. Two years' experience related to various aspects of building construction or inspection
- C. Must possess one or more certifications from the ICC in residential inspections and be willing and able to be certified in all residential certification areas and be licensed by the State of Utah as a Residential Building Inspector.

OR

- C. An equivalent combination of education and experience

2. Knowledge, Skills and Abilities:

Thorough knowledge of residential building, plumbing, electrical, mechanical and energy conservation codes and the ability to interpret them accurately and effectively

Ability to analyze permanent structures to determine conformity with current codes

Working knowledge of modern construction methods, practices, materials, tools and equipment. Ability to read and analyze construction blueprints; ability to perform routine drafting

Ability to develop effective working relationships with the public, other employees, supervisors and local professionals

Ability to communicate effectively verbally and in writing

Knowledge of computerized record keeping and principles of management

Ability to perform with considerable independence on the job

3. Special Qualifications

Must possess a valid Utah Driver's License

ICC Combination Residential Inspector certification is preferred

Must have basic computer word processing skills

4. Physical Requirements and Demands:

Moderate physical work with the employee regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms. The employee is frequently required to stand, walk, talk, and hear. The employee is regularly required to sit, climb or balance; stoop, kneel, crouch; lift; and smell

Must be able to frequently lift and or move up to 20 pounds and occasionally lift and/or move up to 50 pounds

Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus

Will work in all kinds of weather conditions

Must be able to operate a motor vehicle

The physical requirements and demands described here are representative and not all inclusive

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, or skills required. This job description is subject to change as the need and requirements of the job change.

CITY OF PRICE
JOB DESCRIPTION

TITLE: Building Inspector GRADE NUMBER: 14
DIVISION: Building/Zoning CLASSIFICATION: Salary, Non-Exempt
DEPT: Community Development EFFECTIVE DATE: December 11, 2014

GENERAL PURPOSE:

Performs a variety of complex technical duties to insure compliance with Price City adopted building and zoning standards. Cooperate with and assist as appropriate other area building inspectors

SUPERVISION RECEIVED:

Works under the guidance and direction of the Director, Community Development Building Official

SUPERVISION EXERCISED:

None

EXAMPLES OF DUTIES:

Receives and examines building plans for compliance with international building code as to construction, building type, occupancy, fire protection and location on lot, verifies plans to conform to city ordinances

Determines building permit fees following established procedures for building type and size; issues permits for building, plumbing, electrical, sewer, water, heating, cooling and other construction plans as required by law

Provides for or performs plan checks for residential and commercial building projects and suggests corrections for errors on blueprints; discusses and explains ordinances and codes to concerned home owners and contractors; assumes authority and responsibility for plan corrections to conform to city ordinances and codes

Schedules and conducts inspections of existing residential and commercial structures, construction and remodel sites for compliance with building and zoning codes and ordinances, including yard location, footings, foundation, frame, wiring, plumbing and heating

Interprets regulations and codes to builders and property owners to assist them in altering construction plans to meet established standards

Proposes changes to ordinances and codes to assure that Price City complies with current and progressive building and construction issues and developments

Researches correct interpretation of ordinances and codes and pass the same onto the public as the occasion arises; reviews and studies uniform codes to stay abreast of changes

Investigates alleged code violations; determines whether violations exist; and initiates proper departmental procedures to report the findings; prepares certifications of inspections

Recommends action related to business license applications and inspects business facilities as needed. Informs public as to building and zoning rules and helps them through the construction and/or Planning and Zoning process

Maintains accurate records and documents activities through reports, photographs, witness statements and etc.

Assists Engineering Department with inspection of public work projects

Performs other duties as assigned

MINIMUM QUALIFICATIONS:

2. Education and Experience:

A. Graduation from High School or equivalent and one (1) year of college level or technical course work in civil engineering, drafting, industrial arts or a related field

B. Four (4) years of experience related to various aspects of building construction or inspection

C. Certification as an ICC Combination Building Inspector and licensed by the State of Utah as a Residential Combination Inspector

OR

D. An equivalent combination of education and experience

2. Knowledge, Skills and Abilities:

Thorough knowledge of building, plumbing, electrical, mechanical and energy conservation codes and the ability to interpret them accurately and effectively

Ability to analyze permanent structures to determine conformity with current codes

Working knowledge of modern construction methods, practices, materials, tools and equipment. Ability to read and analyze construction blueprints; ability to perform routine drafting

Ability to develop effective working relationships with the public, other employees, supervisors and local professionals

Ability to communicate effectively verbally and in writing

Knowledge of computerized record keeping and principles of management

Ability to perform with considerable independence on the job

3. Special Qualifications

Must possess a valid Utah Driver's License

ICC Combination Commercial Inspector certification is preferred

Must have basic computer word processing skills

4. Physical Requirements and Demands:

Moderate physical work with the employee regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms. The employee is frequently required to stand, walk, talk, and hear. The employee is regularly required to sit, climb or balance; stoop, kneel, crouch; lift; and smell

Must be able to frequently lift and or move up to 20 pounds and occasionally lift and/or move up to 50 pounds

Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus

Will work in all kinds of weather conditions

Must be able to operate a motor vehicle


The physical requirements and demands described here are representative and not all inclusive

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, or skills required. This job description is subject to change as the need and requirements of the job change.



MEMORANDUM

TO: Mayor, City Council

FROM: John Daniels  *Distributed electronically via email
by JRD 12/05/2014*

DATE: December 5, 2014

SUBJECT: Recommendation – Accept Proposal by First West Benefit Solutions
for Consulting/Broker Services, Employee Benefits

Executive Summary

A committee consisting of John Daniels, Layne Miller, Russell Seeley, Kathy Hanna Smith, and Dana Young reviewed responses to the Price City Request for Proposal (RFP): Consulting/Broker Services Employee Benefits. The committee unanimously recommends that the City Council accept the proposal provided by First West Benefit Solutions and authorize the Mayor to sign all associated contracts and documents implementing the same. Furthermore, it is recommended the proposal be accepted for 2015-2016 with 4 subsequent annual renewals subject to performance and financial reviews.

Detail

Price City requested proposals from consultants and producers to provide consulting services for the employee benefit portfolio with the following process results:

1. Three responses to the RFP were received as identified below.
 - First West Benefit Solutions
 - GBS Benefits, Inc
 - Arthur J. Gallagher & Co.

The City Recorder, Community Director, and HR Director opened responses to the RFP in accordance with RFP requirements.

2. Committee members individually reviewed all proposals and on December 4, 2014 collectively discussed them in a committee meeting and reached consensus on a recommendation to City Council.
3. Producer/consultant cost was not a factor since all proposals agreed to standard commissions from carriers.
4. In the opinion of the review and recommendation committee, First West Benefit Solutions provided a proposal that delivered the best overall solution to Price City according to the combination of RFP selection factors.
5. The committee recommends that City Council accept the proposal of First West Benefit Solutions and authorize the Mayor and staff to implement the same, including execution of any and all contracts and documents.
6. Fiscal note: There is no increase in cost or financial impact due to this selection.

The three proposals were from well-qualified and professionally competent organizations that could do the exceptional work expected by Price City. However, given the high performance and relationship of trust with our current consultant, and the lack of substantive differentiators between the proposals; the committee unanimously agreed it was in the best interest of employees and administering staff that we accept the First West Benefit Solutions proposal.

All proposals are available for your review by contacting me or the City Recorder. Please direct any questions to me or a member of the committee.

Present:

Mayor Piccolo

Councilmembers: Gary Sonntag-Public Works Director

Miles Nelson Nick Sampinos-City Attorney

Rick Davis Laurie Tryon-City Recorder

Kathy Hanna-Smith Lisa Richens-Finance Director

Wayne Clausing Nick Tatton-Community Director

Excused Absence: Councilmember Miller and Customer Service Director-Bret Cammans, Human Resource Director-John Daniels

Present: Bill Barnes, Melaine Mainard, Larry and Janice Bruno, Paul Bedont, Kevin Scannell, Kendra and Russell Seeley Family

Mayor Piccolo called the regular meeting to order at 5:30 p.m. and led the Pledge of Allegiance. Roll was called with the above Councilmembers and staff in attendance.

1. PUBLIC COMMENT-
2. COUNCILMEMBERS REPORT-The Councilmembers presented an update on the activities and functions in which they have participated.
3. SERVICE RECOGNITION-Acknowledgement and recognition of volunteer service provided by Mr. Larry Bruno to the Price City Planning & Zoning Commission as a member and as Chairman since August 12, 1991.
The Mayor and City Council presented Mr. Bruno with a Key to the City and a Plaque for Recognition and Appreciation for serving on the Planning and Zoning Commission since 1991.
4. TENNIS COURT LIGHTS BID OPENING (24C-2014). Bid opening for lights for south tennis courts was held November 21, 2014 at 10 AM.
City Engineer, Russell Seeley, stated that only one bid was received from BODEC Electric for \$35,276.00. He stated that the project had a \$31,000 budget and therefore, an additional \$5,000 is required to finish the project and to award it to BODEC. He stated that the money would be used to install the south and north tennis court lights. In addition to the \$19,000 leftover from the initial project there will be enough to complete the tennis court lighting. Mayor Piccolo stated that the mid-year revision is just around the corner and the money can be found at that time. The Mayor and City Council voiced their support of the project's completion. Councilmember Davis asked if the other entities involved with the Memorandum of Understanding on this project would be responsible any portion of the additional funds needed. Nick Tatton stated that the additional amount would not be a part of the MOU.
MOTION. Councilmember Hanna-Smith moved to approve the bid and award the project to Bodec and asked of the Finance Director to locate an additional \$5,000 during the mid-year revision to complete the project. Motion seconded by Councilmember Clausing and carried.

PLANNING AND ZONING COMMISSION-Nick Tatton reported that the Planning and Zoning Commission gave a favorable recommendation on the applications for a Conditional Use Permit as follows:

5. Home Occupied Permit- Paula's Play Patch-Paul Ingram, Owner- 727 N. Windsor Circle-Final
MOTION. Councilmember Nelson moved to approve the Home Occupied Permit for Paula's Play Patch with conditions set at the Planning and Zoning meeting. Motion seconded by Councilmember Hanna-Smith and carried.

CONSENT AGENDA-Councilmember Hanna-Smith moved to approve consent agenda items 6 through 12. Motion seconded by Councilmember Davis and carried.

6. MINUTES
 - a. November 12, 2014 City Council Meeting
7. BUSINESS LICENSES-Authorization to approve a Business License for Sun Somewhere Real Estate Station, LLC. at 90 W. 100 N. and C. Hansen Designs at 450 W. 300 So.
8. HIRING - Approval to advertise and fill the vacancy left by the resignation of a Police Officer using the approved Price City hiring process.
9. FIRE DEPARTMENT- Authorization to apply for the FEMA 2014 Assistance to Firefighters Grant to apply for a large backup generator for the Fire Station, new AED's which will match the Carbon County Ambulance equipment, a Hazardous Materials Response Trailer and NFPA compliant physicals for the firefighters. The grant is 95% funded by FEMA. The project cost estimates are \$60,000 and if the grant is successful, Price City's matching portion would be \$3,000.
10. PRECISION CONCRETE CUTTING-Project #1S-2014, Sidewalk work was completed on Main Street from 100 West to 200 East and the City Hall Block (100 East, 100 North & 200 East), Peace Garden and Museum. The intended budget was exceeded by \$2,725.50 out of necessity to correct excessive sidewalk trip & fall hazards identified. Payment #1 (final), \$12,745.50, budget.
11. ADA RAMPS AND SIGNS 300 WEST 700 EAST-(14C-2014) Approval of final payment to B. Hansen Construction. Original contract amount: \$25,950.20; Change Order #1: \$502.00. Final Contract Amount: \$26,452.20.
12. TRAVEL REQUEST:
Debbie Worley-SWAVO Training-Dec. 10-11, 2014, West Valley, Ut.
Fire Department-Four Firefighters-Winter Fire School-Jan. 8-10, 2015, St. George, Ut.
Chief Bedont-State Fire Chiefs Meeting-Jan. 6-8, 2015, St. George, Ut.
Chief Bedont-FEMA-AFG Grant Review Panel-Baltimore, M.D. Jan. 12-16 (exact dates not yet published)
Officer Sicilia and Officer Pugliese-Justice for Children training-December 17-18, 2014, Brigham City, Ut.
Bret Cammans-Computer Training-New Horizons-February 2015 (dates to be

determined)

13. WATER RESOURCES-Update by Gary Sonntag

- 12 inches of snow on Mammoth Cottonwood Canyon which equates to 2.8 inches of water.
- Reservoir is currently at 12,358 acre feet.

14. COMMUNITY PROGRESS-CULTURE CONNECTION-Update by Councilmember Hanna-Smith

- Met on November 20, 2014.
- Christmas trees have been adopted to be placed in Main Street flower pots.
- No meeting in December.

15. UNFINISHED BUSINESS

- a. Recycling-setting measurable goals with outcomes on how to spend less energy.
- b. Space for dumpster for recycling at International Days

The regular City Council meeting adjourned at 6:15 p.m. by Mayor Piccolo pursuant to the motion by Councilmember Nelson.

APPROVED:

ATTEST:

Joe L. Piccolo, Mayor

Laurie Tryon, City Recorder

Minutes of the Special Price City Council Workshop
City Hall: Room 106
December 5, 2014- 7 a.m.

Present:

Mayor Joe Piccolo

Councilmembers:

Rick Davis	Bret Cammans
Layne Miller	Gary Sonntag
Kathy Hanna-Smith	Brianna Welch
Miles Nelson	Shiloh Tunc

Present: Richard Tatton

Excused: Councilmember Clausing

The Council met and discussed the following items:

1. PRWID Report-Richard Tatton
2. Disc Golf Update-sponsorship underway
3. Christmas Activity Downtown-very well attended and successful
4. Library Policy-fines and book returns
5. Adopt A Tree- downtown activity
6. Tourism Office
7. New Billboard
8. Fleet Advisory Policy-almost complete
9. CNG Conversion- cost savings
10. Cemetery Gate Project-scout project
11. Park Rental Policy-restructure
12. Wellington Floods-fund raisers
13. SEUALG Report
14. City Hall-rental equipment
15. Wave Pool-CIB funding proposal
16. Prison Placement
17. Main Street Funding-cut short for Phase 2
18. Melody Estates-water leak
19. Grassy Trail Water System-assume water company
20. South City Limits extended to 800 South
21. Building Permit-Potential City Property-200 East below 700 South
22. Price City Flood Repair-mitigation underway

Meeting adjourned at 9:00 a.m.

APPROVED:

ATTEST:

Joe L. Piccolo, Mayor

Laurie Tryon, City Recorder



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
ENGINEERING SERVICES
2013-2016 LG POOL (DIRECT SELECT)
COST PLUS FIXED FEE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-LC07(12)
PIN Description: Price City, Town Square Perimeter Improvements
FINET Prog No.: 5401513C
PIN No.: 11860
Work Discipline: Construction Engineering Management

1. **CONTRACTING PARTIES:** This contract is between Price City, referred to as LOCAL AUTHORITY and

Jones & Demille Engineering, Inc
1535 South 100 West
Richfield, UT 84701

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 87-0377962

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with Construction Engineering Management services as further described in Attachment C.
3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate January 24, 2016, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$55,750.25 for costs authorized by this Contract as further described in Attachment D.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A – Certification of Consultant and Local Authority
Attachment B – Standard Terms and Conditions
Attachment C – Services Provided by the Consultant
Attachment D – Fees
Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - Jones & Demille Engineering, Inc

LOCAL AUTHORITY - Price City

By: _____
Title: _____ Date _____
Printed Name: _____

By: _____
Title: _____ Date _____
Printed Name: _____

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: _____
Title: Engineer for Preconstruction Date _____

By: _____
Title: Contract Administrator Date _____

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of Jones & Demille Engineering, Inc and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration in connection with this contract involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of Price City and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

**LOCAL GOVERNMENT
ENGINEERING SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the

negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:
 - (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
 - (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
 - (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
 - (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
 - (e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
 - (f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming the LOCAL AUTHORITY, UDOT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the State of Utah, Risk Manager.

- 10. HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 1.5 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 1.5 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$750,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$750,000; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in UCA Section 34A-2-104 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The Executive Director or designee shall have the right to request a recertification by the CONSULTANT by submitting a written request to the CONSULTANT, and the CONSULTANT shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the CONSULTANT be required to demonstrate such compliance more than twice in any 12-month period. The CONSULTANT and all applicable sub-consultants will be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

- 11. PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the LOCAL AUTHORITY and the DEPARTMENT shall be immediately notified in writing. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, extend the contract by written modification.

The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.

Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

12. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
13. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the 49 CFR Part 21, and the 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. *(Provision revised July 29, 2013.)*

14. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY**

MATTERS: The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

15. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

16. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Contracts and UCA Section 63G-6-604 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.
17. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the Federal Acquisition Regulations (FAR) cost principles as described in the FHWA Order 4470.1A and in the DEPARTMENT Financial Screening Application.
18. **OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the LOCAL AUTHORITY. All documents and data pertaining to work required by this contract shall be the property of the LOCAL AUTHORITY and shall be delivered to the LOCAL AUTHORITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT C.

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the LOCAL AUTHORITY, the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

19. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY and/or the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the LOCAL AUTHORITY and/or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 60% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

20. **PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*
21. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
22. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.
23. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.
24. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

25. **TERMINATION:** This contract may be terminated as follows:
 - (a) Mutual agreement of the parties; in writing and signed by the parties.
 - (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 40, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
 - (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.
 - (d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than (d), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

- 26. DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.
- 27. ELECTRONIC PLAN ROOM DOCUMENTATION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats on one or more CD's. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the Engineering Technology Services (ETS) sub-page of the DEPARTMENT website www.udot.utah.gov/ets.

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

- (f) Placement: Action – Project data must be delivered to the DEPARTMENT on CD's in the established project directory structure.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Engineering Technology Services Group of the Project Development Division at UDOT.

- 28. REQUIREMENTS FOR COMPUTER ELEMENTS:** Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

- 29. COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.
- 30. RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website www.udot.utah.gov/go/rowprojectwiseguide. (Provision revised September 30, 2013.)
- 31. GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
- 32. WORK ACCEPTANCE:**
- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at www.udot.utah.gov/go/qcqa which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by

the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. (*Provision revised February 12, 2014.*)

33. **GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY and the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.
34. **IF THIS CONTRACT IS FOR DESIGN:**
- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
 - (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the UDOT website www.udot.utah.gov/go/pdnpdfn, which is incorporated herein by this reference. (*Provision revised September 30, 2013.*)
35. **IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:**
- (a) **Construction Administration**
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
 - (b) **Materials Testing and Inspection**
The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the *UDOT Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.
 - (c) **Acceptance Testing/Inspection**
Acceptance testing/inspection will be performed in accordance with the project specifications and *UDOT Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the UDOT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.
 - (d) **Independent Assurance Testing**
Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory

qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.

- (e) **Project Inspection**
Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (f) **Project Closeout**
Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.
- (g) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website www.udot.utah.gov/ets.

36. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL

CONSTRUCTION: In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY and/or DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY and/or DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120 volt (or greater) current for which an electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY and/or DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

- 37. NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
- 38. COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
- 39. USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their

employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

40. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:

- (a) **Guarantee Access:** The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

SERVICES PROVIDED BY THE CONSULTANT**1. SCOPE SUMMARY:**

Perform Construction engineering services in accordance with UDOT Manual of Construction.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment pages 2 through 11:

(a) Approval Memo

(b) Executive Summary

(c) Detailed Work Plan

(d) Personnel/Staffing Plan

(e) Schedule

(1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by January 24, 2016.

(2) Project/Contract Period: The project/contract will terminate January 24, 2016, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.



UDOT Consultant Services Contract Approval Memo

Memo Printed on: November 25, 2014 10:52 AM



PM Approval Date: November 24, 2014

UDOT PM: Aaron Wall

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN: 11860
Project No.: F-LC07(12)
Job/Proj:
PIN Description: Price City, Town Square Perimeter Improvements

CONTRACT INFORMATION

CS Admin: Michael R. Butler
Contract No.: New Construction Engineering
Mod No.:
Expiration Date: January 24, 2016
Contract/Mod Amount: \$55,750.25
Fee Type: COST PLUS FIXED FEE
Selection Method: POOL - GE / LG (DIRECT SELECT)
Period: 2013-2016 GE / LG
Phase: CONSTRUCTION ENGINEERING
Discipline: CONSTRUCTION ENGINEERING MANAGEMENT

CONTACTS

Consultant	Local Government
JONES & DEMILLE ENGINEERING, INC	Price City
Collin N. Fawcett	Russell Seeley
1535 SOUTH 100 WEST	185 E MAIN
RICHFIELD, UT 84701	PO BOX 893
	PRICE, UT 84501-0893
	(435) 650-8519
	RUSSELLS@PRICEUTAH.N



Michael Butler <michaelbutler@utah.gov>

Local Government Approval (Jones and Demille) ~ Project No. F-LC07(12) / PIN 11860

Russell Seeley <russells@priceutah.net>
To: Michael Butler <michaelbutler@utah.gov>

Tue, Nov 25, 2014 at 11:22 AM

Yes, I'm fine with the contract and I understand the limit amount is sufficient.

Thanks,

Russell L. Seeley, P.E., C.F.M.

Price City Engineer

432 West 600 South

Price, Utah 84501

(435) 637-5010

www.priceutah.net

On Tue, Nov 25, 2014 at 10:59 AM, Michael Butler <michaelbutler@utah.gov> wrote:

RE: Project No. F-LC07(12) / PIN 11860
Price City, Town Square Perimeter Improvements

Russell,

I have received the necessary documents to put the above contract together from Jones and Demille. However, before the contract can be compiled, please review the attached document and reply to this email stating that Price City is aware/okay with the contract being put together. Once that approval is received I will have the contract sent out for signatures and final review before it is executed.

Please also acknowledge that Price City is aware of UDOT's contract limits for pool contracts. The limit for the total contract amount is \$150,000.00 for the life of the contract, including any and all future modifications.

A simple email back that you are okay with the contract AND you understand the limits is sufficient. Please respond to both requirements in the responding email back. No signature is required on the attached document.

Thanks,

Mike Butler
Contract Administrator
(Consultant)
UDOT Consultant Services
4501 South 2700 West
PO Box 148490
Salt Lake City, UT 84114-8490
michaelbutler@utah.gov
801-965-4419 phone
801-815-4367 cell
801-965-4796 fax

Attachment C 3 of 11

JONES & DEMILLE ENGINEERING, INC

Prime

UDOT Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC07(12)	PIN:	11860	UDOT Project Manager:	Aaron Wall Udot
PIN Description:	Price City, Town Square Perimeter Improvements				

Brief Description

This project includes the construction engineering/management for the Price City, Town Square Perimeter Improvements project. The consultant team will do all the materials testing, construction management, and documentation for the project to be in accordance with the UDOT and FHWA construction standards.

Project Team

No Subconsultants

Assumptions

It is assumed that the project will run for 50 calendar days as a possible bid amount days by the contractor.

Phasing

None

Fee Type

Cost plus fixed fee

JONES & DEMILLE ENGINEERING, INC

Prime

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC07(12)	PIN:	11860	UDOT Project Manager:	Aaron Wall Udot
PIN Description:	Price City, Town Square Perimeter Improvements				

Activity: 85C

85C Pre-Construction Review

- Plan Review
 - Specs
 - Quantities
- Utility Coordination
- ROW Coordination
- Up to and including Pre-Construction Meeting
- Advertising activities
 - Field calls during advertising
 - Conduct pre-bid meeting

Activity: 87C

87C Construction Management

- Change Orders
- RFI's
- Coordination / Weekly Meetings
 - Owner
 - Contractor
- Partnering
- MOT Review
- RE field engineering activities
- Third Party Coordination
 - ROW
 - Utility
 - LG
 - Other stakeholders
- Submittal Reviews
- CPM Schedule Review
- Coordination with PI (UDOT and consultant)
- Review Structures Shop Drawings
- Obtain & Review as-built drawings
- Final Inspection / Walk-through / Punchlist
- Claims Review

Activity: 89C

89C Project Administration

- Project Documentation
 - Set up and maintain files
 - ProjectWise
- Project Account (PDBS)
 - Partial Pay Estimates / Quantities
 - Prepare and submit final estimates
 - Monthly status of time reports
- Document Control
 - Certification
 - Pay Item Documentation
- Civil Rights
 - Employee Interviews
 - EEO / Labor Compliance
 - DBE / WBE
- Reimbursement Agreements
- Sub-contract coordination

Activity: 91C

91C Field Inspection

- At grade inspection
- Punchlist verification
- Survey verification
- MOT monitoring
- Field testing for small projects
- Environmental Compliance
- Field documentation
 - Daily reports
 - 348's and 138's
 - Visual inspection reports
 - Collect and assemble weight tickets
- Specialty Inspection
- Safety Compliance
 - Accident Prevention

Activity: 93C

93C Materials Testing

- Acceptance Testing
- Field Sampling & Testing
- Lab Testing
- Off site Sampling & Testing
 - Batch Plant
 - Casting Yards
 - Material Source
- Lab Management Activities
 - Documentation
 - Lab Results
 - Internal QC
 - Coordination with RE

Activity: 97C

97C QC/QA Control

- Internal & External reviews & audits
- LG Federal-aid Oversight activities
 - UDOT staff augmentation
 - Federal compliance
- BI-monthly process reviews

Activity: 99C

99C Construction Closeout

- Final Forms
- Box preparation
- Closeout Checklist
- Construction Closeout to RCS
- Review project documentation & make recommendations to finalize project
- Independent audit
- Post-construction conference

UDOT Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-LC07(12)	PIN:	11860
PIN Description:	Price City, Town Square Perimeter Improvements		
	UDOT Project Manager: Aaron Wall Udot		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
SOBENSON, BRET	P.E.	P.E.	UT-354278	5	\$42.00	\$42.00	NTP
FRIANT, LYNDON	P.E.	B.S.	UT-362124	80	\$41.00	\$41.00	NTP
UTLEY, BRUCE	CLERICAL	H.S.		115	\$37.00	\$37.00	NTP
FAWCETT, COLLIN	P.E.	BS	UT-4857300	5	\$34.00	\$34.00	NTP
OLSEN, KAREN	LAB MANAGER	H.S.		90	\$30.50	\$30.50	NTP
SCHAUGAARD, DAN	FIELD ENGINEER	B.S.		200	\$30.00	\$30.00	NTP
GOSSARD, STEVEN	LAB SUPERVISOR	H.S.		10	\$27.00	\$27.00	NTP
NIELSEN, GARY	MATERIALS TECHNICIAN	H.S.		70	\$23.75	\$23.75	NTP
RAPPEYE, JALEE	CLERICAL	A.S.		80	\$15.00	\$15.00	NTP
Total Hours for JONES & DEMILLE ENGINEERING, INC:				655			

UDOT Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-LC07(12)	PIN:	11860
PIN Description:	Price City, Town Square Perimeter Improvements		
	UDOT Project Manager: Aaron Wall Udot		

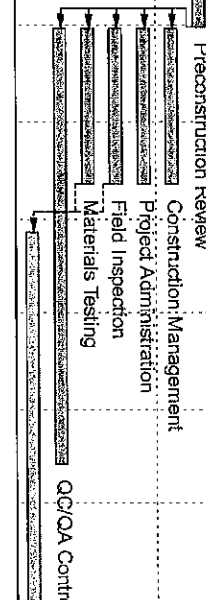
Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
MONROE, KARY	PRINCIPAL/PLS	H.S.	UT-164561	0	\$49.00	\$49.00	NTP
JENSEN, BARTLEY	INSPECTOR	H.S.		0	\$30.25	\$30.25	NTP
NOWERS, KEVIN	ACCOUNTING	B.S.		0	\$28.00	\$28.00	NTP
TAYLOR, TOM	INSPECTOR	H.S.		0	\$27.00	\$27.00	NTP
LEE, JOSEPH	INSPECTOR	H.S.		0	\$26.50	\$26.50	NTP
RAPPEYE, MARK	INSPECTOR	A.S.		0	\$26.00	\$26.00	NTP
RAPPEYE, MARIDON	ACCOUNTING	H.S.		0	\$25.75	\$25.75	NTP
JULANDER, DAVID	INSPECTOR	H.S.		0	\$25.00	\$25.00	NTP
EPLING, LORI	CLERICAL			0	\$24.50	\$24.50	NTP
MERCHANT, WALT	INSPECTOR	H.S.		0	\$24.50	\$24.50	NTP
SPWORTH, SHANNON	CLERICAL			0	\$19.50	\$19.50	NTP
WINNOSDOL, DAWN	ADMINISTRATIVE ASSISTANT			0	\$17.00	\$17.00	NTP
NEWBY, HEATHER	ADMINISTRATIVE ASSISTANT	H.S.		0	\$15.00	\$15.00	NTP

F-LC07(12)-Price City, Town Square Perimeter Improvements
Construction Management



Activity ID	Activity Name	Start	Finish	2015											
				Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
		01-Apr-15 A	02-Jan-16												
		01-Apr-15 A	02-Jan-16												
F-LC07(12)-Price City, Town Square Perimeter Improv															
F-LC07(12)-Price City, Town Square Perimeter Improv															
86C	Preconstruction Review	01-Apr-15 A	02-Jan-16												
87C	Construction Management	02-Jul-15*	20-Aug-15												
88C	Project Administration	02-Jul-15*	20-Aug-15												
91C	Field Inspection	02-Jul-15*	20-Aug-15												
93C	Materials Testing	02-Jul-15*	20-Aug-15												
97C	QC/QA Control	02-Jul-15*	18-Nov-15												
99C	Construction Closeout	05-Sep-15*	02-Jan-16												



Actual Work

Page 1 of 1

Remaining Work

Anticipated Work Schedule

FEES

**COST PLUS A FIXED FEE
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under Federal Acquisition Regulations, contained in Title 48 CFR, Part 31.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager and the LOCAL AUTHORITY.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 148.72% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (c) The fixed fee has been determined and agreed upon as 12.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$5,907.35. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

- 2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
- 3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
- 4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting

documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and DEPARTMENT due to federal funding requirements in 49 CFR § 18.23, and/or the state fiscal constraints imposed upon it as a department of state government by Title 63J, Chapter 1, Budgetary Procedures Act. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Provision revised June 27, 2012.)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a project evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and submitted to Consultant Services and the Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$55,750.25 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D, pages 3 through 5.

UDOT Cost Proposal

Contract Number:	NEW	Mod:	
Project Number:	F-LC07(12)	PIN:	11860
UDOT Project Manager:	Aaron Wall Udot		
PIN Description:			

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
FAWCETT, COLLIN	P.E.	5	\$34.00	\$170.00
FRIANT, LYNDON	P.E.	80	\$41.00	\$3,280.00
GOSSARD, STEVEN	LAB SUPERVISOR	10	\$27.00	\$270.00
NIELSEN, GARY	MATERIALS TECHNICIAN	70	\$23.75	\$1,662.50
OLSEN, KAREN	LAB MANAGER	90	\$30.50	\$2,745.00
RAPPLEYE, JALEE	CLERICAL	80	\$15.00	\$1,200.00
SCHAUGAARD, DAN	FIELD ENGINEER	200	\$30.00	\$6,000.00
SORENSEN, BRET	P.E.	5	\$42.00	\$210.00
UTLEY, BRUCE	CLERICAL	115	\$37.00	\$4,255.00
Total Hours:		655		
Total Direct Labor:				\$19,792.50
Overhead:			148.72%	\$29,435.40
Total Direct Labor plus Overhead:				\$49,227.90
Fixed Fee:			12.00%	\$5,907.35
Burdened Labor Cost:				\$55,135.25

Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
MEALS AND INCIDENTAL EXPENSES	DAY	5.0	\$46.000	\$230.00
LODGING	DAY	5.0	\$77.000	\$385.00
Total Other Direct Charges:				\$615.00
Total Contract Cost:				\$55,750.25

UDOT Hours Derivation

Contract Number:		NEW		Mod:											
Project Number:		F-LC07(12)		PIN:		11860		UDOT Project Manager:				Aaron Wall Udot			
PIN Description:															
		85C	87C	89C	91C	93C	97C	99C							Total
Firm Activity Totals:		45	160	65	80	160	40	105							655
		85C	87C	89C	91C	93C	97C	99C							Total
Transaction Activity		45	160	65	80	160	40	105							655
Totals:															

Insurance

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	10/1/2015	TRAVLERS PROPERTY CAS. OF AM.	BA6977L470	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	10/1/2015	TRAVELERS INDEMNITY COMPANY	CUP7979Y991	\$5,000,000	\$5,000,000	N
GENERAL LIABILITY	N	10/1/2015	TRAVLERS INSUR. CO OF AMERICA	6806975L624	\$1,000,000	\$2,000,000	Y
PROFESSIONAL LIABILITY	N	10/1/2015	XL SPECIALTY INSURANCE CO	DPR9717726	\$2,000,000	\$2,000,000	N
WORKERS COMPENSATION	N	10/1/2015	TRAVLERS CAS. INS CO OF AMERIC	UB3316T916	\$1,000,000	\$0	N

2015 Price City Board/Committee Meeting Dates:

Library Board

City Hall Rm. 106-4p.m.

January 13
February 10
March 10
April 14
May 12
June 9
July 14
August 11
September 8
October 13
November 10
December 8

International Days

Rm.207-12 noon

February 10
March 10
April 7
May 12
June 9
July 7,14,21

Community Progress


Room. 106-5 p.m.

January 29
February 26
March 26
April 30
May 28
June 25
July 30
August 27
September 24
October 29
November 19
No meeting in December

2015 PRICE CITY
HOLIDAYS AND OBSERVANCES

Jan. 1	New Year's Day
Jan. 19	Human Right's Day
Feb. 16	President's Day
May 25	Memorial Day
July 3	Independence Day
July 24	Pioneer Day
Sept. 7	Labor Day
Oct. 12	Columbus Day
Nov.11	Veterans Day
Nov. 26, 27	Thanksgiving
Dec. 25	Christmas

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
LAURIE TRYON
Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905
www.pricacityutah.com

City Council
KATHY HANNA-SMITH
RICK DAVIS
WAYNE CLAUSING
LAYNE MILLER
MILES NELSON

Price City

UTAH'S CASTLE COUNTRY!!

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 12-3-14	Submitting Department: Community Development
Meeting Date: 12-10-14	Department Director: Nick Tatton
	Presenter: Nick Tatton
Regarding: Eastgate Apartments	

Subject:	Acceptance of bond/cashier's check in lieu of completion of entry-way gates on Main Street and on 200 South Street.
Purpose Statement:	Facilitation of occupancy of the residential structures at Eastgate Apartments.
Background &/or Alternatives:	The residential structures at Eastgate Apartments need to received certificates of occupancy prior to December 31, 2014 to prevent the forfeiture of up to \$9 million in funding. Forfeiture of that funding would certainly bankrupt the project and leave it in a state of partial completion in the community. The installation of security gates at both project entrances: Main Street and 200 South; is a part of the approved site plan. These installations have begun, but will not be completed in time for final approval and certificates of occupancy to be issued. To facilitate this issue it is proposed that a bond or cashier's check be provided to Price City in the estimated amount of the work, plus 25% contingency. This has been considered by the planning commission. The cost of the work + contingency is estimated to be \$48,431.50. That is the amount of the bond required.
Attachments:	Copy of agreement for transaction.
Fiscal Impact:	None directly.
Staff Impact:	None beyond existing duties.
Legal Review:	Mr. Sampinos has reviewed the agreement document and has approved as to form.
Recommendation:	It is the recommendation of staff that the agreement be approved.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to approve an agreement between Price City and LaPorte/Eastgate for acceptance of a bond in lieu of current completion of the entrance gates at Main Street and at 200 South. 2. Move to authorize the Mayor and City Recorder to sign the agreement on behalf of Price City. 3. Move to authorize staff to administer the agreement including cashing in the bond and completing the work with the proceeds if necessary as contemplated in the agreement.
Other Comments:	<p>It should be noted that this transaction will not be completed until such time as the actual bond and/or cashier's check is received and on deposit with Price City.</p> <p>Additionally, Eastgate will still be required to comply with all other building and site development as originally approved.</p>

**AGREEMENT REGARDING INSTALLATION OF TWO ENTRANCE GATES AT THE
EASTGATE APARTMENT DEVELOPMENT PROJECT BY THE LAPORTE GROUP, BEN
LOGUE AND MARION WILLEY (THE DEVELOPER'S).**

Purpose: The purpose of this agreement is to ensure installation of two (2) entrance gates into the Eastgate Apartment Development Project as required by the approved site plan.

Parties: This agreement is made and entered into by and between Price City (City), 185 East Main Street, Price, Utah 84501 and the LaPorte Group, Ben Logue and Marion Willey, (collectively the Developers), 2505 South State Street, Salt Lake City, Utah 84115.

Term: The term of this agreement commences on December 10th, 2014 and will remain in full force and effect until the two said entrance gates have been installed to the satisfaction of City and in accordance with the site plan requirements.

The parties identified above hereby agree to the following:

Ben Logue and Marion Willey (collectively the Developers) Shall:

- Provide bona-fide entrance gate and installation bids from third-party providers for all necessary work to complete installation of the required two gates. Copies of that bid shall be attached hereto as **Exhibit A**.
- Provide to City a financial surety in the form of a development performance bond or a cashier's check payable to City in the minimum amount of \$48,431.50 to guarantee installation of the two Eastgate Apartment Complex entrance gates located at (1) the Main Street Entrance; and, (2) the 200 South Entrance to the project. The financial surety amount shall include all gate installation costs plus a twenty-five percent (25%) contingency.
- Ensure that the two required entrance gates are fully installed and fully operational as specified on the approved site plan and as required by local emergency services, on or before March 31st, 2015
- Affirmatively acknowledge and comply with all other building and site plan requirements not specifically addressed herein, in accordance with the original development requirements and time-frame for completion.

Price City Shall:

- Accept the Developers' financial surety in the minimum amount of \$48,431.50 as guarantee for completion of installation of the said two (2) entrance gates at Eastgate Apartments mentioned above by March 31, 2015.
- Utilize funds from the submitted financial surety beginning on April 1, 2015, as may be necessary, to complete installation of the two said entrance gates if the project Developers fail to do so and to return any funds not so utilized to the Developers.

SIGNED THIS 10th DAY OF DECEMBER, 2014.

Price City

By Joe L. Piccolo, Mayor

Ben Logue

ATTEST:

Laurie Tryon, City Recorder

Marion Willey

EXHIBIT A
GATE INSTALLATION THIRD-PARTY BIDS

Superior Security Services

PO Box 265

Cleveland, UT 84518

435-650-1504


Estimate

Date	Estimate #
10/15/2014	96

Name / Address
The Lapointe Group Tyrell Gray

		Terms	Project
		Due on receipt	East Gate Apartments
Description	Qty	Rate	Total
CUSTOM DOUBLE SWING GATES	2	5,200.00	10,400.00
COMMERCIAL SWING GATE OPERATORS	4	1,876.80	7,507.20
BATTERY BACKUP UNIT	1	474.00	474.00
TELEPHONE ENTRY SYSTEM	2	1,422.00	2,844.00
PEDESTAL MOUNT	2	254.40	508.80
SOS SIREN REQUEST TO ENTER SYSTEM	1	444.00	444.00
FAIL SAFE LOOP DETECTORS	6	91.20	547.20
SINGLE BUTTON GATE TRANSMITTERS	100	10.80	1,080.00
ELECTRICAL LABOR AND SUPPLIES	1	7,440.00	7,440.00
GATE AND OPERATOR INSTALLATION	1	6,250.00	6,250.00
MISC CONNECTORS & INSTALLATION SUPPLIES		500.00	500.00
Shipping & Handling		750.00	750.00
Thank you for considering our services. Please let us know how you would like to proceed.		Total	\$38,745.20

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
LAURIE TRYON
Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905
www.pricecityutah.com

City Council
KATHY HANNA-SMITH
RICK DAVIS
WAYNE CLAUSING
LAYNE MILLER
MILES NELSON

Price City

UTAH'S CASTLE COUNTRY!!

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 12-3-14	Submitting Department: Community Development
Meeting Date: 12-10-14	Department Director: Nick Tatton
	Presenter: Nick Tatton
Regarding: State Parks Grant	

Subject:	Approval of receipt of grant for restroom for Price River Trail.
Purpose Statement:	Approval of grant.
Background &/or Alternatives:	Price City, at the request of Councilmember Clausing, approached the State of Utah Division of Parks and Recreation regarding grant funds for a restroom. The grant will pay ½ of the cost of the restroom, estimated to be a total cost of \$75,264.00. The matching funds will be comprised of ZAP tax funds from Price City and funds from Carbon County that Councilmember Clausing will secure. The project is anticipated to take place over the next 12 months.
Attachments:	Copy of grant contract.
Fiscal Impact:	Estimated to be \$18,816 (on CIP for up to \$20,000). Potential full expense exposure if Carbon County does not participate as previously indicated to Councilmember Clausing of \$37,632.
Staff Impact:	None beyond existing duties.
Legal Review:	Mr. Sampinos has reviewed the grant contract and has approved as to form.
Recommendation:	It is the recommendation of staff that the grant contract be approved and that the matching funds of up to \$20,000 be authorized as indicated in the next CIP.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to authorize the grant contract for \$37,632 from the State of Utah Division of Parks and Recreation for a restroom on the Price River Trail. 2. Move to authorize the Mayor and City Recorder to sign the grant contract on behalf of Price City. 3. Move to authorize staff to administer the grant contract, including arrange for project development and additional local funds from Carbon County.
Other Comments:	None.

State Contract #: _____
Vendor #: _____

**UTAH DIVISION OF PARKS AND RECREATION
NON-MOTORIZED TRAIL MATCHING FUND PROGRAM
FISCAL ASSISTANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, **2014**, between the UTAH DIVISION OF PARKS AND RECREATION, hereinafter referred to as the DIVISION, and PRICE MUNICIPAL CORPORATION, qualifying under this agreement as a federal agency, state agency, political subdivision of the State of Utah, or a nonprofit group and hereinafter referred to as the PARTICIPANT.

WHEREAS, the DIVISION and the PARTICIPANT desire to provide for the planning, acquisition, construction, or improvement of non-motorized trails and associated facilities in Utah; and,

WHEREAS, the Federal Highway Administration's Recreational Trails Program (RTP) funds for this purpose to be matched by the PARTICIPANT for said project of planning, acquisition, construction, or improvement of non-motorized trails and associated facilities herein after described: and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 490, 504-504a, 555, 557, 571c, 572, 579a, 580c-5801, 581 i-l), specifically Sec. 5; the Cooperative Funds Act of June 30, 1914 (CH. 131, 38 Stat. 415, as amended: 16 U.S.C. 498); and the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579.

NOW, THEREFORE, the DIVISION and PARTICIPANT hereby agree as follows:

PROJECT EXECUTION FOR:	Price River Trail Restroom Facility
TOTAL AMOUNT OF RTP FUNDING	<u>\$ 37,632.00</u>
TOTAL AMOUNT OF PARTICIPANT FUNDING	<u>\$ 37,632.00</u>
TOTAL TRAIL PROJECT EXPENDITURES	<u>\$75,264.00</u>

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

1. The DIVISION shall reimburse the PARTICIPANT up to a total of **\$37,632.00** from funds made available from the Federal Highway Administration's Recreational Trails Program (RTP) upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application, which application, by reference is made part of this agreement. Said project shall be started within one hundred eighty (180) calendar days and be completed on or before **September 31, 2016**.

2. The PARTICIPANT shall comply with all applicable Federal and State Statutes and will be responsible for obtaining any necessary permits and approvals prior to commencement of the project, such as the RTP Environmental Clearances and Check List.

3. Each contract the PARTICIPANT signs with a contractor (and each subcontractor the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material break of this contract, which may result in the termination of this contract or such other remedy, as the Division deems appropriate.

4. The PARTICIPANT, excluding federal agencies, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.

5. The PARTICIPANT agrees that the project area acquired, developed or improved pursuant to this agreement shall not be converted to other than public motorized and/or non-motorized recreational trail use without written notice to the Director of the Utah Division of State Parks and Recreation. Furthermore, if a trail developed with the Federal Recreational Trail Program funds is converted to other use, another trail of comparable value, as mutually agreed by both parties, in the same general location, will be provided by the PARTICIPANT.

6. The PARTICIPANT shall maintain all facilities and property covered by this agreement in a safe, usable, and attractive condition. The DIVISION makes no claims to ownership nor management interests of facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

7. The PARTICIPANT shall provide suitable permanent public acknowledgment of State participation at the project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement.

8. *Buy America* - The **PARTICIPANT** agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted by the DIVISION or the product is subject to a general waiver.

The PARTICIPANT must submit to the DIVISION the appropriate Buy America certification (below) with all bids or offers on federally-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

A. Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

B. Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

9. Any PARTICIPANT that is a nonprofit corporation must disclose whether it meets or exceeds the requirements listed in Subsection 51-2a-102 (6)(f) in the previous fiscal year of the nonprofit corporation; and 51-2a-102 (6)(f): (f) the governing board of any nonprofit corporation that receives:

- (i) at least 50% of its funds from federal, state, and local government entities through contracts; or
- (ii) an amount from the DIVISION that is equal to or exceeds the amount specified in Subsection 51-2a-201(1) that would require an audit to be made by a competent certified public accountant; and anticipates meeting or exceeding the requirements listed in Subsection 51-2a-102 (6)(f) in the fiscal year the grant is issued.

In addition the PARTICIPANT (nonprofit corporation) shall provide the following to the DIVISION as a supplement of this contract:

(a) bylaws that provide for:

- (i) the financial oversight of the state money; and
- (ii) compliance with state laws related to the state money;

(b) procedures for the governing board of the nonprofit entity to designate an administrator who manages the state money; and

(c) procedures for the governing board to dismiss the administrator

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

Further, the PARTICIPANT (nonprofit corporation) shall provide the DIVISION an itemized report at least annually detailing the expenditure of state money. The nonprofit may be required to return to the state entity any amount of money that is expended in violation of 63J-9-201 if the nonprofit fails to comply with the agreement.

B. TERMINATION

1. The PARTICIPANT, upon written notice to the DIVISION and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The project shall be deemed commenced when the PARTICIPANT makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the project.

2. The PARTICIPANT shall, at no cost to the DIVISION, execute, complete, operate and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are by this reference made part hereof. Failure to render satisfactory progress or to complete the Project may be cause for the suspension of all obligations of the DIVISION under this agreement. In the event this agreement is terminated under the provisions of this paragraph and in the event the Project has not been brought up to a useful stage at the time of such termination, the PARTICIPANT shall reimburse to the DIVISION all payments, which have been received by the PARTICIPANT under this agreement.

3. Failure by the PARTICIPANT to comply with the terms of this agreement, if not corrected within thirty (30) days after written notice from the DIVISION, shall be cause for suspension of all obligations of the DIVISION hereunder and may result in a declaration by the DIVISION that the PARTICIPANT is ineligible for participation in DIVISION sponsored grant programs.

C. FINANCIAL RECORDS

1. The PARTICIPANT shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

2. The PARTICIPANT shall provide to the DIVISION a fiscal report within sixty (60) days after completion of the project, or within sixty (60) days of the contract expiration date on forms to be provided by the DIVISION. Said report shall include an accounting of project expenditures and assurances that all monies paid to the PARTICIPANT by the DIVISION under this agreement were used for the planning, acquisition, construction, or improvement as herein described. Said report shall also include a summary list of all personnel, supplies, materials and construction costs associated with this project in a manner prescribed by the DIVISION.

3. The DIVISION, upon reasonable notice, shall have access to and the right to examine such books, documents, papers or records as the DIVISION may reasonably require.

4. The PARTICIPANT agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the DIVISION.

FURTHER, the PARTICIPANT shall prosecute all phases and aspects of the project in a timely manner and shall in all respects comply with the terms, conditions, covenants and other obligations of this agreement. It is understood and agreed that the PARTICIPANT shall have the basic responsibility for all phases and aspects of the project and that all phases of the project are subject to review and acceptance by the DIVISION.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the year and day first above written:

PRICE MUNICIPAL CORPORATION

Signature

Date

Title

UTAH DIVISION OF PARKS & RECREATION

Director

Date